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SECTION A - SOLICITATION/CONTRACT FORM

Amendment 0001 dated June 15, 2001 and Amendment 0002 dated December 13, 2001, and issued under solicitation number SP0300-01-R-4021, are hereby incorporated as part of this contract.

SECTION B - SUPPLIES/SERVICE AND PRICE

<u>**DELIVERY**</u>: Delivery shall occur no more than 48 hours after order placement unless otherwise required by the ordering officer.

FOB TERMS: FOB **Destination** for all items.

PRICES: The unit prices for all items shall be in accordance with clause 52.212-4, Contract Terms and Conditions - Commercial Items (May 1999) and Addendum, paragraph (4)(t).

The unit price is determined by the "Delivered Price" plus the "Distribution Price". The Distribution Price Categories are contained in Attachment #1. These distribution prices will remain fixed throughout the term of the contract. This contract contains a guaranteed minimum of twenty-five percent 25% of the estimated dollar value. The maximum ceiling will be one hundred fifty percent (150%) of the estimated dollar value. The estimated dollar value of the base term of this contract is \$1,220,000.00. In the event of emergencies or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of one hundred seventy-five percent (175%) of the estimated dollar value per contract period of this acquisition.

If the Government determines to invoke the options, the distribution prices will not increase for all the option years.

MANDATORY ITEMS: - The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH), refer to FAR clause 52.208-9.

Various Various Various Various Various Various Various	Pancake Mix Cake Mix, Devil's Food Cake Mix, Gingerbread Paprika, Ground 3oz, 4 oz or 5 oz jr Garlic Powder 1 lb jr Dining Packets
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If ordered, the Prime Vendor is required to source these items from NIB/NISH. The plant sources were identified in the solicitation on page 12.

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SECTION C - DESCRIPTION / SPECIFICATIONS

Non-availability of any item and recommendation for substitution will be communicated to the customers by noon on skip days.

The Prime Vendor can accept additions and cancellations up to 2:00 PM on the day prior to delivery.

Ordering for supplies under this contract for Cass Job Corps, AR and Little Rock Job Corps, AR, shall be performed by the contractor's commercial ordering system.

Ordering for supplies under this contract for all other remaining activities shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

SECTION D - PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

SECTION F - DELIVERIES OR PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

PLANT LOCATION

SYSCO Food Service 5800 Frozen Road Little Rock, AR 72209 CONTRACT NUMBER: SP0300-01-D-3029 PAGE 4 OF 7

Customers authorized to order under this contract are as follows:

Little Rock AFB, AR and Child Development Center Little Rock Job Corps AR Cass Job Corps,

There is a minimum of eighteen (18) case movement per month required to satisfy product requirements.

SECTION G - CONTRACT ADMINISTRATION DATA

Delivery orders issued against this Indefinite Delivery Type Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may re-procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular re-procurement actions. Administration of the terms and conditions set forth in the IDTC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDTC.

Pursuant to the provisions of FAR 42.302(a)(55), support administration of the Small Business and Small Disadvantaged Business subcontracting Plan (FAR 52.219-9) is Assigned to the DCMAO Dallas Small Business Office.

ATTACHMENT # 1 - DISTRIBUTION PRICE CATEGORIES: SEE PAGES 5-7

Privileged Information

Privileged Information

Privileged Information